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6
7 **BEFORE THE**
PHYSICAL THERAPY BOARD OF CALIFORNIA
8 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

9
10 In the Matter of the Accusation Against:

Case No. 1D-2002-62977

11 MORRIS SHAPOW
2080 Century Park East, Suite 500
12 Los Angeles, California 90067

OAH No. L-2002090078

13 Physical Therapist License No. PT 6166

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

14 Respondent.
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17 In the interest of a prompt and speedy settlement of this matter, consistent with
18 the public interest and the responsibility of the Physical Therapy Board of California of the
19 Department of Consumer Affairs, the parties hereby agree to the following Stipulated Settlement
20 and Disciplinary Order which will be submitted to the Board for approval and adoption as the
21 final disposition of the Accusation.

22 **PARTIES**

23 1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical
24 Therapy Board of California. He brought this action solely in his official capacity and is
25 represented in this matter by Bill Lockyer, Attorney General of the State of California, by E. A.
26 Jones III, Deputy Attorney General.

27 2. Respondent Morris Shapow (Respondent) is represented in this

proceeding by attorney Christopher A. Doan, whose address is Law Offices of Joseph D. Epps, 2029 Century Park East, Suite 900, Los Angeles, CA 90067.

3. On or about August 22, 1972, the Physical Therapy Board of California issued Physical Therapist License No. PT 6166 to Morris Shapow (Respondent). The License was in full force and effect at all times relevant to the charges brought in Accusation No. 1D-2002-62977 and will expire on January 31, 2004, unless renewed.

JURISDICTION

4. Accusation No. 1D-2002-62977 was filed before the Physical Therapy Board of California (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on July 31, 2002. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 1D-2002-62977 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 1D-2002-62977. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

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CULPABILITY

8. Respondent admits the truth of each and every charge and allegation in Accusation No. 1D-2002-62977.

9. Respondent agrees that his Physical Therapist License is subject to discipline and he agrees to be bound by the Physical Therapy Board of California (Board) 's imposition of discipline as set forth in the Disciplinary Order below.

CIRCUMSTANCES IN MITIGATION

10. Respondent Morris Shapow has never been the subject of any disciplinary action. He is admitting responsibility at an early stage in the proceedings.

RESERVATION

11. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the Physical Therapy Board of California or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

12. This stipulation shall be subject to approval by the Physical Therapy Board of California. Respondent understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board of California may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

13. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same

force and effect as the originals.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Physical Therapist License No. PT 6166 issued to Respondent Morris Shapow is revoked. However, the revocation is stayed and Respondent is placed on probation for two (2) years on the following terms and conditions.



1. **COMMUNITY SERVICES** The respondent shall be required to provide community service without compensation within the State of California as part of the probation. The respondent shall submit for prior approval a community service program consisting of 350 hours of community service to the Board or its designee.




2. **RESTRICTION OF PRACTICE - NO EMPLOYMENT OR SUPERVISION OF PHYSICAL THERAPY STUDENT INTERNS** Respondent shall provide a copy of the accusation and order to any school from which any student intern is gaining clinical education at any of respondent=s clinics. Respondent may supervise no more than one physical therapy student intern or foreign educated physical therapy license applicant (FEPTLA) during the period of probation. Respondent shall ensure that no more than one physical therapy student intern or FEPTLA per licensed physical therapist is supervised at any of respondent=s clinics.

3. **RESTRICTION OF PRACTICE - EMPLOYMENT OR SUPERVISION OF PHYSICAL THERAPIST ASSISTANTS AND PHYSICAL THERAPY AIDES** Respondent may supervise only one physical therapist assistant and one physical therapy aide at any one time during the entire period of probation. Respondent shall terminate any additional aides or assistants on the effective date of this probation.



4. **PROBATION MONITORING COSTS** All costs incurred by the Board for probation monitoring during the entire period of probation shall be reimbursed by respondent. Respondent will be billed at least quarterly. Failure to make the ordered

1 reimbursement within 60 days of the billing shall constitute a violation of the probation order. 

2 addition to the filing of an Accusation or the issuance of an administrative citation, the filing of

3 criminal charges shall be sought when appropriate.

4 5. COST RECOVERY The respondent is ordered to reimburse the Board

5 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the

6 amount of \$2,211.17. The respondent will normally be ordered to make the reimbursement

7 within 30 days from the effective date of the decision unless the Board agrees in writing to

8 payment by an installment plan. Failure to make the ordered reimbursement, or any agreed upon

9 payment, may constitute a violation of the probation order.

10 6. OBEY ALL LAWS Respondent shall obey all federal, state and local

11 laws, and statutes and regulations governing the practice of physical therapy in California.

12 7. COMPLIANCE WITH ORDERS OF A COURT The respondent shall be

13 in compliance with any valid order of a court. Being found in contempt of any court may

14 constitute a violation of probation.

15 8. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF

16 RESTITUTION Respondent must not violate any terms and conditions of criminal probation

17 and must be in compliance with any restitution ordered.

18 9. QUARTERLY REPORTS Respondent shall submit quarterly

19 declarations under penalty of perjury on forms provided by the Board, stating whether there has

20 been compliance with all the conditions of probation.

21 10. PROBATION MONITORING PROGRAM COMPLIANCE Respondent

22 shall comply with the Board's probation monitoring program.

23 11. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent

24 shall appear in person for interviews with the Board, or its designee, upon request at various

25 intervals and with reasonable notice.

26 12. NOTIFICATION OF PROBATIONAL STATUS TO EMPLOYERS The

27 respondent shall notify all present or future employers of the reason for and the terms and

conditions of the probation by providing a copy of the Accusation and the decision and order (stipulated settlement) to the employer. The respondent shall obtain written confirmation from the employer that the documents were received. If the respondent changes employment or obtains additional employment, the respondent shall provide the above notification to the employer and submit written employer confirmation to the Board within 10 days. The notification(s) shall include the name, address and phone number of the employer, and, if different, the name, address and phone number of the work location.

13. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The respondent shall notify the Board, in writing, of any and all changes of name or address within ten (10) days.


14. PROHIBITED USE OF ALIASES Respondent may not use aliases and shall be prohibited from using any name which is not his legally-recognized name or based upon a legal change of name.

15. WORK OF LESS THAN 20 HOURS PER WEEK If the respondent works less than 192 hours in a period of three months, those months shall not be counted toward satisfaction of the probationary period. The respondent shall notify the Board if he works less than 192 hours in a three month period.

16. TOLLING OF PROBATION The period of probation shall run only during the time respondent is practicing within the jurisdiction of California. If, during probation, respondent does not practice within the jurisdiction of California, respondent is required to immediately notify the probation monitor in writing of the date that respondent's practice is out of state, and the date of return, if any. Practice by the respondent in California prior to notification to the Board of the respondent's return will not be credited toward completion of probation. Any order for payment of cost recovery shall remain in effect whether or not probation is tolled.

17. VIOLATION OF PROBATION If respondent violates probation in any respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke

1 probation and carry out the disciplinary order that was stayed. If an accusation or petition to
2 revoke probation is filed against respondent during probation, the Board shall have continuing
3 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
4 is final.

5 18. CESSATION OF PRACTICE DUE TO RETIREMENT, HEALTH OR
6 OTHER REASONS Following the effective date of this probation, if respondent ceases
7 practicing physical therapy  re to retirement, health or other reasons, respondent may request to
8 surrender his license to the Board. The Board reserves the right to evaluate the respondent's
9 request and to exercise its discretion whether to grant the request or to take any other action
10 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
11 tendered license, the terms and conditions of probation shall be tolled until such time as the
12 license is no longer renewable, the respondent makes application for the renewal of the tendered
13 license or makes application for a new license.

14 19. COMPLETION OF PROBATION Upon successful completion of
15 probation, respondent's license or approval shall be fully restored.

16 20. WRITTEN EXAM ON THE LAWS & REGULATIONS GOVERNING
17 THE PRACTICE OF PHYSICAL THERAPY Within 90 days of the effective date of this
18 decision, respondent shall take and pass the Board's written examination on the laws and
19 regulations governing the practice of physical therapy in California. If respondent fails to pass
20 the examination, respondent shall be suspended from the practice of physical therapy until a
21 repeat examination has been successfully passed.

22 21. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE
23 ON PROBATION It is not contrary to the public interest for the respondent to practice/perform
24 physical therapy under the probationary conditions specified in the disciplinary order.

25 ACCEPTANCE

26 I have carefully read the above Stipulated Settlement and Disciplinary Order and
27 have fully discussed it with my attorney, Christopher A. Doan. I understand the stipulation and

1 the effect it will have on my Physical Therapist License. I enter into this Stipulated Settlement
2 and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
3 Decision and Order of the Physical Therapy Board of California.

4 DATED: _____.

5
6 _____
MORRIS SHAPOW
Respondent

7
8 I have read and fully discussed with Respondent Morris Shapow the terms and
9 conditions and other matters contained in the above Stipulated Settlement and Disciplinary
10 Order. I approve its form and content.

11 DATED: _____.

12
13 _____
CHRISTOPHER A. DOAN
Attorney for Respondent

14
15 ENDORSEMENT

16 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
17 submitted for consideration by the Physical Therapy Board of California of the Department of
18 Consumer Affairs.

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20 DATED: _____.

21 BILL LOCKYER, Attorney General
of the State of California

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E. A. JONES III
Deputy Attorney General

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25 Attorneys for Complainant
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PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
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MORRIS SHAPOW
2080 Century Park East, Suite 500
Los Angeles, California 90067

OAH No. L-2002090078

Physical Therapist License No. PT 6166

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on August 26, 2003.

It is so ORDERED September 26, 2003.

Original Signed By: Ellen Wilson, PT, President

FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS

Exhibit A
Accusation No. 1D-2002-62977

